

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between [Complainant(s) Name(s)] _____ (“Complainant”), and [Respondent Name] _____ (“Respondent”), hereafter collectively referred to as the “Parties.”

We, the undersigned Parties, voluntarily participated in mediation session(s) on [Date(s)] _____ regarding (Student) _____, [Age] _____.

WITH A COMPLAINT (delete if no complaint):

Complainant filed a [due process complaint/state complaint] alleging that Respondent:

OR W/O A COMPLAINT (delete if there is a complaint):

Complainant requested mediation with Respondent in order to resolve the following disputes:

The Parties have participated in voluntary mediation and, in consideration of our mutual promises, enter into this Agreement to record all of our agreements and understandings as follows:

[LIST EACH AGREEMENT OF THE PARTIES AS TO MATTERS RESOLVED]

[FULL SETTLEMENT OF COMPLAINT-delete if no complaint] Upon signing of this Agreement by all of the Parties, the Complainant shall promptly notify the assigned hearing officer or state complaints officer that having reached full Agreement, Complainant wishes to withdraw the due process complaint and/or state complaint.

OR

[PARTIAL SETTLEMENT OF COMPLAINT-delete if no complaint]: Upon signing of this Agreement by all of the Parties, Complainant shall promptly notify the assigned hearing officer or state complaints officer that a partial Agreement has been reached and the only matters remaining in dispute are as follows:

[LIST ANY UNRESOLVED MATTERS]

The Parties pledge that all mediation discussions will remain confidential and understand that these mediation communications may not be used as evidence in any subsequent due process hearing or civil proceeding.

The Parties pledge that the mediator who conducted this mediation shall not be placed on a witness list or subpoenaed to testify at a due process hearing or civil action under federal and state special education laws. The Parties further pledge that no mediation communications, notes, records, work product, or other written information of the mediator will be subpoenaed or required to be produced in any due process hearing or civil action under federal and state special education laws. C.R.S. § 13-22-307(2).

This written Agreement contains all of the agreements, promises and understandings of the Parties and, when signed by the Parties, this Agreement is binding and enforceable in any State court of competent jurisdiction or in a district court of the United States.

Date

Complainant(s):

Respondent Educational Representative with
authority to bind the Educational Agency:

